

rents and profits as a matter of right, without consideration of the value of the leasehold interests as security for the amount due the Mortgagee, or the solvency of any person or persons liable for the payment of such amount. It is agreed that Mortgagor shall hold and enjoy the leasehold interests above conveyed until there is a default under this mortgage or in the Note secured hereby.

(b) If Mortgagee shall so request, Mortgagor shall deliver to Mortgagee, or Mortgagee's designated Mortgage Loan Correspondent, within ninety (90) days after the end of Mortgagor's fiscal year, annual statements itemizing Mortgagor's income and expenses of the leasehold interests for such previous fiscal year, including an itemized rent roll. All of the foregoing shall be certified by Mortgagor to be true and correct.

(c) With respect to the fixtures, equipment, furnishings and personal property referred to or described in this mortgage, or in any way connected with the use and enjoyment of the leasehold interests or the Premises, this mortgage is hereby made and declared to be a security agreement encumbering each and every item of such property, in compliance with the provisions of the Uniform Commercial Code as enacted in the State of South Carolina. Upon request by Mortgagee, at any time and from time to time, a financing statement or statements reciting this Mortgage to be a security agreement affecting all of such property shall be executed by Mortgagor and Mortgagee and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this mortgage shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Mortgagee's sole election. Mortgagor and Mortgagee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Mortgagor and Mortgagee that everything used in connection with the production of income from the leasehold interests or Premises, or adapted for use therein, or which is described or reflected in this mortgage, is, and at all times and for all purposes and in all proceedings, legal or equitable, shall be, regarded as part of the security conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this mortgage, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds or any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Mortgagor's interest in any present or future